

February 2, 1996  
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Introduced by LARRY GOSSETT  
GREG NICKELS  
Proposed No. 96-149

ORDINANCE NO. 12158

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AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and the Coalition of Stadium Construction Crafts, representing employees in the Department of Stadium Administration; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Coalition of Stadium Construction Crafts, representing employees in the department of stadium administration and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1996, through and including December 31, 1998.

SECTION 3. The memorandum of understanding between King County and the Coalition of Stadium Construction Crafts representing employees in the department of stadium administration and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 4. Terms and conditions of the memorandum of understanding shall be effective from January 1, 1995 through December 31, 1995.

INTRODUCED AND READ for the first time this 12<sup>th</sup> day of February, 19 96.

PASSED by a vote of 12 to 0 this 20<sup>th</sup> day of February, 19 96.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hague  
Chair

ATTEST:

Janet Masuo  
Deputy Clerk of the Council

APPROVED this 29<sup>th</sup> day of February, 19 96.

Ray Loh  
King County Executive

AGREEMENT  
by and between  
COUNTY OF KING, WASHINGTON  
and  
JOINT CRAFTS COUNCIL  
(Representing Stadium Construction Crafts)

January 01, 1996 through December 31, 1998

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AGREEMENT  
by and between  
COUNTY OF KING, WASHINGTON  
and  
JOINT CRAFTS COUNCIL  
(Representing Stadium Construction Crafts)

12158

January 01, 1996 through December 31, 1998

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THIS AGREEMENT is by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council, comprised of the following Unions, hereinafter individually referred to as the Union, each on its own behalf and in behalf of its own definition of "employee" as set forth within ARTICLE III of this Agreement representing those employees commonly referred to as the Stadium Construction Crafts employees. This Agreement is subject to the approval of the Metropolitan King County Council.

District Council of Carpenters of Seattle, North Puget Sound and Vicinity

International Association of Machinist and Aerospace Workers District No. 160, Hope Lodge No. 289

International Brotherhood of Electrical Workers Local No. 46

International Brotherhood of Teamsters Local No. 117

International Union of Operating Engineers Local No. 286

International Union of Operating Engineers Local No. 302

Painters District Council No. 5

United Association of Plumbers & Pipefitters Local No. 32

ARTICLE I                    PURPOSE

- 1.1                    The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any Civil Service Commission or Personnel Board similar in scope, structure and authority as defined in the Revised Code, of Washington RCW 41.56.

- 2.1 The County and the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, marital status, sexual orientation, national origin, age, sex, mental, sensory or physical handicap.
- 2.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE III RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION

- 3.1 Recognition - The County recognizes the Council and each of the signatory Unions as the exclusive bargaining representatives for full-time, regular part-time, and temporary employees performing work of the classifications identified within Appendix "A" of this Agreement.
- 3.1.1 A regular part-time employee shall be defined as an employee in a budgeted position who works a work schedule averaging at least twenty (20) hours, but less than forty (40) hours per week on an ongoing basis.
- 3.2 Union Membership - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.
- 3.2.1 Nothing contained within this Article shall require an employee to join said Union who can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which the employee is a member, in which case an amount of money equivalent to the regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the Union dues and initiation fee. The employee shall every thirty (30) days furnish proof that such payment has been made.
- 3.3 Dues Deduction - Upon receipt of a written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Union and shall transmit the same to the Union.
- 3.3.1 The Union shall indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union shall refund to the County

any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

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- 3.4 The County shall notify the Union in writing within seven (7) calendar days from the date of hire of a new employee. Such written notification shall contain the new employee's name, social security number, address, home phone number, job classification, Department division, and specific place of employment.

ARTICLE IV CLASSIFICATIONS AND RATES OF PAY

- 4.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendix "A" which is attached hereto and made a part of this Agreement.
- 4.2 An employee who is hired into a classification having a multiple Step salary range shall be hired at Step 1 of the salary range set forth within the Appendix covering the classification of work for which the employee was hired for the first one thousand forty (1040) regular straight-time hours of his employment and thereupon automatically advance from STEP to STEP (where applicable) upon completion of the specified hours of employment identified within the Appendix covering that classification.
- 4.3 An employee who advances from one classification to a higher paying classification on a permanent basis shall be placed into the pay STEP providing no less than a four and one-half percent (4-1/2%) increase in his rate of pay not to exceed the top pay STEP of the higher paying classification.
- 4.4 An employee hired as a temporary employee shall be compensated in accordance with the provisions of Section 4.2; provided however, in lieu of Holiday pay, Vacation Leave, Sick Leave, Bereavement Leave, and Medical, Dental and Life Insurance, the temporary employee shall receive premium pay of fifteen percent (15%) above the entry rate of pay for the classification within which he is employed commencing with the temporary employee's three hundred sixty first (361st) hour of employment. The fifteen percent (15%) premium payment shall be applied to all gross earnings. The County shall not assign or schedule temporary employees, or fail to do so, solely to avoid accumulation of regular hours that would require payment of the premium pay provided for in Section 4.4.
- 4.5 1997 COLA - Effective with the beginning of the first full pay period nearest January 01, 1997 or January 01, 1997, the rates of pay set forth within Appendix "A" of this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September, 1995 to September, 1996; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84 = 100), as published by the Bureau of Labor Statistics, United States Department of Labor.

- 4.6 1998 COLA - Effective with the first full pay period nearest January 01, 1998 or January 01, 1998, the rates of pay set forth within Appendix "A" of this Agreement as further amended by Sections 4.5 shall be increased by ninety percent (90%) of the percentage increase in the United State City Average Consumer Price Index which occurs during the twelve (12) month period from September 1996 to September 1997; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

## ARTICLE V                    HOURS OF WORK

- 5.1 Standard Workweek - The standard workweek shall consist of forty (40) hours per week, Monday through Sunday inclusive during which period employees shall be granted two (2) consecutive days off.
- 5.1.1 The standard daily work shift for Stationary Engineers working in the Energy Plant shall consist of eight (8) hours inclusive of a meal period.
- 5.2 Minimum Time Off Between Work Shifts - Employees working a standard workweek as defined herein, shall normally receive at least twelve (12) hours off between work shifts and sixty (60) hours off between the end of one (1) workweek and the beginning of the succeeding workweek. Time off shall be defined as the difference between the time the employee clocks out to end a shift and the time he clocks in to begin the succeeding shift.
- 5.2.1 In the event that an employee does not receive the minimum time off as specified within Section 5.2, the employee shall receive a fifty percent (50%) per hour premium in addition to his regular rate of pay for all time worked during the time periods specified in Section 5.2.
- 5.3 Work Schedules - Schedules of work shall be determined by events scheduled. Employees shall normally be provided with not less than thirty (30) days advance notice of the ensuing schedule.
- 5.3.1 The County reserves the right to alter the published work schedule in order to insure that the requirements of the organization are fulfilled. Not less than seventy-two (72) hours advance notice of any schedule change shall normally be provided to employees affected by a change in the published work schedule. In the event that such advance notice is not received prior to a schedule change, employees affected by the change shall be paid at the overtime rate (one and one-half times the employee's regular hourly rate of pay) for the first shift worked under the changed schedule. The County shall be permitted to change the regular work rotation cycle for an employee once in any three (3) consecutive month period without having to pay the first shift premium as herein provided.
- 5.3.2 Voluntary Schedule Change - By written mutual agreement between the employee and the County, an employee's schedule may be voluntarily

changed and not be subject to the provisions of Sections 5.2, 5.2.1, 5.3 and 5.3.1.

ARTICLE VI OVERTIME AND PREMIUMS

- 6.1 Overtime - Employees on a five (5) day schedule shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to the holiday pay).
- 6.1.1 Scheduled overtime work shall be offered to regular full-time employees prior to all other employees.
- 6.2 Compensatory Time Off - There shall be no practice of compensatory time off except by written mutual agreement between the employee and the County. In accordance with State Law all requests for compensatory time off in lieu of cash payment for overtime must be initiated by the employee. Compensatory time off in lieu of monetary compensation shall be earned at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked. Compensatory time off shall be used prior to retirement or the employee's date of retirement shall be advanced until the compensatory time off has been fully expended.
- 6.3 All overtime shall be authorized in advance by the Department Head or his designee in writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is a regularly scheduled workday for the individual crew.
- 6.4 Callout Premium - A minimum of four (4) hours at the overtime rate shall be paid for each callout. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate.
- 6.4.1 A "callout" shall be defined as a circumstance where an employee has left the work premises without notice of being required to report back to work prior to his normally scheduled reporting time and is contacted by competent authority during his off-work period and requested to report back to work at an unscheduled time. An employee who has been called out shall not be required to perform any duties other than those normally performed within his classification of work.
- 6.4.2 An employee who is called out before the commencement of his regular shift shall be compensated in accordance with the provisions of Section 6.4. Regular shift hours worked subsequent to the callout shall be compensated for at the employee's regular hourly rate of pay. For example, when an employee whose normal shift starts at 3:00 P.M. is called out to start at 12:00 Noon, he shall receive four (4) hours at one and one-half (1-1/2) times his regular hourly rate of pay for the callout plus eight (8) hours pay for his regular eight (8) hour shift.
- 6.5 Standby Premium - Employees assigned to Standby status on non-duty days, by written authority of the Division Manager or designee, shall be entitled to

four (4) hours pay at the overtime rate for each twenty-four (24) hour period or major portion thereof while on Standby status. Any work performed on non-duty days while on Standby status shall be compensated at the overtime rate for actual time worked. An employee who is required in writing to be readily available to be called into work and/or who is required to wear a "beeper" outside of his regular work hours shall be considered to be on Standby status.

6.6 Foreman Premium - In the event the County should assign an employee in writing to perform the duties of a foreman, such employee shall be paid a premium for all time so assigned at the rate of twelve percent (12%) above his regular rate of pay.

ARTICLE VII HOLIDAYS

7.1 Regular full-time employees shall be granted the following holidays off work with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	
Christmas Day	December 25th

and any day designated by public proclamation of the Chief Executive of the State as a legal holiday.

7.1.1 Regular part-time employees shall receive a prorata share of eight (8) hours pay for those holidays identified within Section 7.1 in an amount proportionate to the relationship their basic workweek bears to forty (40) hours.

7.1.2 Temporary employees shall not be eligible to receive holidays off work with pay.

7.2. Whenever a holiday occurs during a regular full-time employee's regularly scheduled day off, such employee shall receive compensation for those holidays identified within Section 7.1, on the basis of eight (8) hours of the employee's straight-time hourly rate of pay.

7.2.1 Whenever a holiday occurs during a regular part-time employee's regularly scheduled day off, such part-time employee shall receive a prorata share of eight (8) hours pay for those holidays identified within Section 7.1, in an amount proportionate to the relationship his basic workweek bears to forty (40) hours.



- 7.3 Work performed on the holiday dates set forth within Section 7.1, shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay in addition to the regular holiday pay.
- 7.4 Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day each shall be added to accrued vacation on the first of October and on the first of November of each year. These days shall be used in the same manner as any vacation day earned.
- 7.5 Stadium Security Guards shall receive and be afforded at their option the right to observe the holidays set forth within Section 7.1.
- 7.6 Regular full-time and regular part-time employees shall receive no more than a maximum of ninety-six (96) hours of holiday pay in any one calendar year.

**ARTICLE VIII VACATIONS**

8.1 Vacation Leave - Beginning January 1, 1996, full-time regular employees shall accrue vacation leave benefits as described in and further qualified by this section.

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE					
ACCRUAL RATE Hours on Regular Pay-Status	Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)	
0- 8352	.0460	0-4	12	96	
8353- 14616	.0577	5-7	15	120	
14617- 18792	.0615	8-9	16	128	
18793- 33048	.0769	10-15	20	160	
33409- 35496	.0807	16	21	168	
35497- 37586	.0846	17	22	176	
37585- 39672	.0885	18	23	184	
39673- 41760	.0923	19	24	192	
41761- 43848	.0961	20	25	200	
43849- 45936	.1000	21	26	208	
45937- 48024	.1038	22	27	216	
48025- 50112	.1076	23	28	224	
50113- 52200	.1115	24	29	232	
52201 +	.1153	25	30	240	

- 8.1.1 Notwithstanding the vacation leave schedule set forth in section 8.1, full-time regular employees, who were employed on or before December 31, 1995 and have completed at least three but less than five full years of service shall accrue fifteen days of vacation leave per year. At the end of the fifth full year of service, such employees shall accrue vacation leave as set forth in section 8.1.
- 8.1.2 Regular part-time employees shall receive a prorata share of the vacation benefits provided for within Section 8.1 in an amount proportionate to that which their basic workweek bears to forty (40) hours.

- 8.1.3 Temporary employees shall not accrue vacation leave.
- 8.2 Vacation accrual shall date from the first working day in which the employee commenced such continuous service.
- 8.3 After six (6) months of full-time service a regular employee may, at the Department Director's discretion, be permitted to use up to one-half (1/2) of the accruing vacation (40 hours) as an essential extension of used sick leave. If an employee does not work a full twelve (12) months, any vacation credit used for sick leave must be reimbursed to the County upon termination.
- 8.4 The Department Director shall be responsible for scheduling the vacation of employees in such a manner as to achieve the most efficient functioning of the department. No employee shall be permitted to work for compensation for the County in any capacity during the time of paid vacation from the County service.
- 8.5 Any employee separating from County service who has not taken his earned vacation, if any, shall receive the hourly equivalent of his salary for each hour of earned vacation based upon the rate of pay in effect for such employee on the last day he actually worked; provided however, employees who are hired on or after January 1, 1985, who are eligible for participation in the Public Employee's Retirement System Plan I, shall not be compensated for more than two hundred forty (240) hours of accrued vacation at the time of retirement. For employees hired on or after January 1, 1985, vacation hours accrued in excess of two hundred forty (240) must be used prior to the employee's date of retirement or such excess hours shall be lost. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by State Law.
- 8.6 Transfer Of Vacation Hours - A regular full-time or regular part-time employee who has completed at least one year of service, may transfer a portion of his accrued vacation to a regular full-time or regular part-time employee of an equal or lesser hourly rate of pay who has completed at least one year of service, upon written request to and approval of the transferring and receiving employee's Department Director(s). Vacation hour transfers shall be strictly voluntary. Employees are prohibited from offering or receiving monetary or any other compensation in exchange for transferring vacation hours.
- 8.6.1 Vacation hour transfers shall be in twenty-five (25) hour increments. The number of hours transferred shall not exceed the transferring employee's accrued vacation credit as of the date of the request. No transfer of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his maximum vacation accrual.
- 8.6.2 Transferred vacation hours must be used within ninety (90) calendar days following the date of the transfer. Transferred vacation hours shall be excluded from vacation payoff provisions contained in K.C.C.3.12.190 (E and G). For purposes of this Section, the first hours used shall be accrued vacation hours.

ARTICLE IX SICK LEAVE

- 9.1 All regular full-time employees shall accrue sick leave benefits at the rate of 0.046 hours for each hour in a pay status exclusive of overtime up to a maximum of 8 Hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced service.
- 9.1.1 Regular part-time employees shall accrue a prorata share of the sick leave benefits provided for within Section 9.1 in an amount proportionate to that which their basic work week bears to forty (40) hours.
- 9.1.2 Temporary employees shall not accrue sick leave.
- 9.2 Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave may be used for medical, dental, or ocular appointments when absence during working hours for this purpose is authorized by the Department Director. In any instance involving use of a fraction of a day of sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour. Additional sick leave shall be computed in whole, not fractional hours. The Department Director shall be responsible for control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the appointing authority.
- 9.3 An employee who enters the service of the County as a regular employee shall begin earning sick leave dating from the first of the month following the month in which the employee commenced continuous service, unless such commencement date was the first working day of a month, in which case, the first day of sick leave accrual shall date from the first of the month in which the service began.
- 9.4 Bereavement Leave and Family Care - A regular full-time employee shall be entitled to three (3) eight (8) hour days of bereavement leave a year due to death of a member of his "immediate family".
- 9.4.1 A regular full-time employee who has exhausted his bereavement leave shall be entitled to use sick leave in the amount of three (3) eight (8) hour days for each instance when death occurs to a member of the employee's "immediate family". Three (3) eight (8) hour sick leave days of absence from the job may be granted to an employee who is required to care for a member of his "immediate family" who is seriously ill. In cases of family care where no sick leave benefit exists, the employee may be granted leave without pay. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged.
- 9.5 Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave after accrued sick leave has been exhausted.

9.6

No County employee shall be entitled to sick leave while absent from duty due to the following causes:

- Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.
- Sickness or disability sustained while on leave of absence without pay.
- Inability to properly perform required duties because of intemperance or intoxication (not to be construed as alcoholism).

9.7

Termination of an employee's continuous service except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination. Should the employee resign in good standing and return to County employment within one (1) year, he shall have his accrued sick leave restored. No payment shall be made to any employee for unused sick leave accumulated to his credit at the time of termination of employment, regardless of the reason therefore, except as provided for in Section 9.13. The date of termination of employment shall be considered as the date certified by the Department Director as the last day worked and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination. The provisions of this rule include termination of service by death.

9.8

For purposes of this Article, a member of the "immediate family" shall be construed to mean a person related by blood or marriage or legal adoption as follows: grandmother, grandfather, mother, mother-in-law, father, father-in-law, wife, husband, daughter, son, sister or brother of the employee, or any relative continually living in the employee's household. Other distant relatives or domestic partners who have resided in the home for at least one (1) year shall also be construed as being members of the "immediate family."

9.9

Hospitalization of a member of the "immediate family" is a valid reason for sick leave under the following conditions:

- Up to one (1) day of absence may be authorized for an employee to be at the hospital on the day of an operation, on the day of the birth of his child, or
- In the event of critical illness of a member of the "immediate family".

9.10

Sick leave resulting from an employee's physical incapacity shall not be approved when the injury or illness is directly traceable to employment other than with the County.

9.11

Employees who must use sick leave as a result of alcoholism, sub-stance abuse, or mental health problems must produce proof of seeking and receiving treatment in a recognized and approved treatment center. The County reserves the right to specify the treatment center.

- JCC/KC
- 9.12 The County shall reimburse those employees who have at least five (5) years of service and retire as a result of length of service or who terminate by death, Thirty five percent (35%) of their unused, accumulated sick leave. All payments shall be made in cash, based upon the employee's base rate of pay, and there shall be no deferred sick leave payments.
- 9.13 Donation Of Sick Leave Hours -A regular full-time or regular part-time employee may donate a portion of his accrued sick leave to a regular full-time or regular part-time employee of an equal or lesser hourly rate of pay who has completed at least six (6) months of service, upon written notice to the transferring and receiving employee's Department Director(s). Sick leave hour donations shall be strictly voluntary. Employees are prohibited from offering or receiving monetary or any other compensation in exchange for donating sick leave hours.
- 9.13.1 Sick leave hour donations shall be in increments of five (5) hours. No donation shall be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours in a calendar year.
- 9.13.2 Donated sick leave hours must be used within ninety (90) calendar days. Donated sick leave hours shall be exempt from sick leave payoff provisions contained in K.C.C.3.12.220 (J), and sick leave restoration provisions contained in K.C.C.3.12.220 (G). For purposes of this Section the first hours used shall be accrued sick leave hours.

ARTICLE X SENIORITY

- 10.1 Employees shall be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.
- 10.2 An employee shall be recognized as having attained seniority status when such employee shall have completed a probation period of six (6) consecutive months in a classification covered by this Agreement. Upon completion of the employee's probation period he shall be assigned a classification seniority date which shall be the date when he first commenced his six (6) month probation for that classification.
- 10.2.1 In the event an employee is laid off during his six (6) month probation period and is subsequently recalled to perform bargaining unit work within ninety (90) calendar days from the employee's date of layoff; he shall then be credited with all days previously worked for purposes of satisfying his six (6) month probation status and establishing his resultant classification seniority date.
- 10.2.2 Employees shall continue to accrue seniority during an absence caused by industrial disability. An employee who is unable to work because of a non-work related injury or illness shall not accumulate seniority during such absence of thirty (30) calendar days or longer after that absence exceeds his service credits relative to sick leave and vacation benefits.

- 10.2.3 Employees on an approved leave of absence of thirty (30) calendar days or longer without pay shall not accumulate seniority credits during such absence.
- 10.2.4 When an employee is, or has been promoted or transferred from the bargaining unit to another job so as to be excluded from coverage by this Agreement, such employee may be returned to the unit by the County and he shall resume his seniority which he had as of the date of promotion or transfer; provided however, in the event any such employee remains outside of the bargaining unit for a period exceeding twelve (12) months, he shall not have his Bargaining Unit Seniority restored upon his return to the bargaining unit.
- 10.3 Seniority shall be defined as follows:
- "Classification Seniority shall be defined as an employee's total length of service within a given classification covered by this Agreement.
  - "Bargaining Unit Seniority" shall be defined as an employee's total length of service within a classification(s) covered by this Agreement.
  - "County Seniority" shall be defined as an employee's total length of service with the County in a career service position.
- 10.4 Seniority rights shall be forfeited for either of the following causes:
- Discharge for just cause.
  - Resignation; provided however, in the event an employee who has completed his six (6) month probation period is rehired to a classification covered by this Agreement within twelve (12) months from the date of his termination or resignation, that employee shall then be credited with all his seniority credits previously existing on his last day worked.
- 10.5 Reduction-in-Force - Procedure - In the event of a reduction-in-force, the County shall layoff the employee in the classification affected who has the least Classification Seniority within the bargaining unit. Prior to any layoff, all temporary and probationary employees in the classification within the bargaining unit shall be laid off first.
- 10.5.1 Where two (2) or more employees have the same Classification seniority the employee amongst them who has the most Bargaining Unit Seniority shall be considered to be the most senior.
- 10.5.2 Where two (2) or more employees have the same Classification Seniority and the same Bargaining Unit Seniority, the employee amongst them with the most County seniority shall be considered to be the more senior.

- JCC/KC
- 10.6 Bumping Rights - An employee who becomes displaced due to a reduction-in-force, shall be permitted to use his classification seniority to displace or "bump out" a less senior employee occupying his same classification or he shall be permitted to use his bargaining unit seniority to displace or "bump out" a less senior employee occupying a classification within which the bumping employee had previously attained seniority status.
- 10.6.1 An employee who becomes displaced due to another employee's exercise of Section 10.6 (or this Section 10.6.1), shall also be afforded the right to displace or "bump out" a less senior employee in a similar manner.
- 10.7 Recall From Layoff - Employees displaced due to a reduction-in-force shall be recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their ability to perform the work for which they were recalled.
- 10.8 Seniority Lists - Seniority lists established in accordance with the provision of this Article, shall be mailed by the County to each Union party to this Agreement and shall be posted in the applicable work areas twice each year.

ARTICLE XI MEDICAL, DENTAL AND LIFE PLAN

- 11.1 The County shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement except as may be otherwise provided for in Sections 11.3 and/or 11.4.
- 11.2 A newly hired regular employee shall be eligible for receipt of all benefits under the County's medical, vision and life insurance programs on the first day of the month following completion of three (3) months of continuous employment. A newly hired regular employee shall be eligible for receipt of all benefits under the County's dental insurance program on the first day of the month following completion of three (3) months of continuous employment.
- 11.2.1 Notwithstanding the provisions of Section 11.2, a newly hired regular employee who had previously been employed under the terms of this Agreement and had been employed for the requisite number of hours qualifying him for the fifteen percent (15%) premium pay provided for in Section 4.4 shall be eligible for receipt of all benefits under the County's medical, vision, dental and life insurance programs on the first day of the month following the month in which he was hired as a regular employee.
- 11.3 The County shall pay an amount per month for each employee who opts to take the Group Health Cooperative Medical Plan in lieu of the County's existing Self-Funded Medical Insurance Program as is determined by the Joint Labor Management Insurance Committee.
- 11.4 There shall be established a Joint Labor Management Insurance Committee comprised of an equal number of representatives from the County and the Labor Union Coalition whose function shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs. The Employer and the Union shall implement any changes in

- 11.5 The County shall continue to provide medical insurance coverage at no cost for active employees and their dependents for those months they are unable to work due to an on-the-job injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of months of medical insurance coverage provided for under this Section shall not exceed six (6) months or the number of months for which the employee continues to receive paid sick leave and/or paid vacation leave benefits, whichever is the greater.

ARTICLE XII MISCELLANEOUS

- 12.1 An employee elected or appointed to office in a Union party to this Agreement which requires a part or all of his time shall be given leave of absence up to one (1) year without pay upon application.
- 12.2 All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by County Ordinance.
- 12.3 The County shall provide rain gear for all employees working in inclement weather as needed.
- 12.4 An employee who has been directed by the County to perform work of a higher classification for no less than five (5) consecutive days shall be paid for such work at the higher classification rate of pay from the first hour.
- 12.5 Kingdome Energy Plant Jurisdiction - All work which historically has been performed by members of International Union Of Operating Engineers Local No. 286 at the Kingdome Energy Plant Facility shall continue to be recognized as work falling within the exclusive jurisdiction of International Union of Operating Engineers Local No. 286.
- 12.6 Stationary Engineer Boiler Supervisor License Premium - Stationary Engineer Boiler Supervisors holding those endorsement boiler license(s) as required by Chapter 6.230 of the Seattle Municipal Code shall be compensated a five percent (5%) premium above their regular rate of pay.

ARTICLE XIII MANAGEMENT RIGHTS

- 13.1 The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- 13.2 The County shall have the right to schedule overtime work as required and consistent with requirements of public employment.
- 13.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described.



- 13.4 The County reserves the right to discipline and discharge for just cause.
- 13.5 The County reserves the right to layoff personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the County; or when such continuation of work would be wasteful and unproductive.
- 13.6 The County shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.
- 13.7 No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging the following management responsibilities:
  - The responsibility of the Office of Human Resource Management for determining classification, status and tenure of employees, establishing rules, initiating promotions and disciplinary actions and certifying payrolls.
  - The responsibility of Department Directors governed by Charter provisions, Ordinances, and Administrative Guidelines for Career Service Employees which include, but are not limited to the following:
    - To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
    - To relieve employees from duties because of lack of work, lack of funds, or for disciplinary reasons;
    - To determine methods, means, and employees necessary for departmental operations;
    - To control the departmental budget; and
    - To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.
- 13.8 Nothing in this Agreement shall be construed to delete, add, or restrict any provision of the King County Charter. Any provision or part thereto of this Agreement shall be void if found to be in conflict with the King County Charter.
- 13.9 The County shall not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement.

ARTICLE XIV GRIEVANCE PROCEDURE

- 1 2 3 4 5
- 14.1 The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union shall extend every effort to settle grievances at the lowest possible level of supervision.
- 14.2 Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.
- 14.3 A grievance shall be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.
- 14.4 The Union shall not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union shall be the exclusive representative of the employee.
- 14.5 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke the grievance procedure.
- 14.6 The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the Union and the County shall be final and binding upon all parties to the dispute.
- 14.7 STEP 1 - A grievance shall be verbally presented by the aggrieved employee or the Union within ten (10) calendar days of the occurrence of such grievance to the employee's immediate Supervisor. The immediate Supervisor shall gain all relevant facts, discuss the same with the Division Manager, and attempt to adjust the matter and notify the employee within seven (7) calendar days after receipt of the grievance.
- 14.8 STEP 2 - If the grievance has not been satisfactorily resolved, the employee and the Union representative shall reduce the grievance to writing, outlining the facts as they are understood, the Section of the Agreement allegedly violated and the remedy sought. The written grievance shall then be presented to the Department Director for investigation, discussion and written reply. The Department Director shall make a written decision available to the aggrieved employee and the Union within fifteen (15) calendar days.
- 14.9 STEP 3 - If the decision of the Department Director has not resolved the grievance to the satisfaction of the Union, the grievance shall be presented to a joint committee of equal representation from the Union and the County with a maximum of two (2) for each side. This committee shall attempt to resolve the grievance within fifteen (15) calendar days.
- 14.10 STEP 4 - Should this committee be unable to resolve the grievance, either the County or the Union may request arbitration specifying the exact question which it wishes to be arbitrated, the Section of the Agreement

violated and the remedy sought; provided such request has been initiated within ninety (90) calendar days from the date the grievance was brought to the attention of the employee's immediate Supervisor as provided for in Step 1. The committee shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of seven (7) names furnished by the American Arbitration Association. The arbitrator shall be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. The remaining name shall serve as the arbitrator. The arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon all parties to the dispute.

14.11 The arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

14.12 The arbitrator's fee and expenses shall be borne equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by the County and the Union. Each party shall bear the cost of any witnesses appearing on its own behalf.

ARTICLE XV WORK STOPPAGES AND EMPLOYER PROTECTION

15.1 The County, the Council and the Unions agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the involved Union shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Department Director if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.

15.2 Upon notification in writing by the County to the Council and the Union that any of its members are engaged in a work stoppage, the Council and the Union shall immediately, in writing, order such members to immediately cease engaging such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such Union members to cease engaging in such work stoppage.

- 15.3 Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article shall be subject to disciplinary action in accordance with the County's work rules up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

ARTICLE XVI WAIVER CLAUSE

- 16.1 The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth within this Agreement. Therefore, the County and the Unions for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.
- 16.2 All letters, agreements and understandings in effect prior to the effective date of this Agreement are deemed null and void as of the effective date of this Agreement.

ARTICLE XVII SAVINGS CLAUSE

- 17.1 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation the parties shall meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XVIII DURATION

- 18.1 This Agreement and each of its provisions shall become effective January 01, 1996 and shall continue in full force and effect through December 31, 1998.
- 18.2 During the life of this Agreement the County and the Joint Crafts Council may, upon mutual agreement, open Articles 8 and 9 for the purpose of negotiating a General Leave plan.
- 18.3 If the King County Council passes an ordinance approving a bi-weekly payroll, this bargaining unit will convert to the bi-weekly payroll.
- 18.4 It is agreed between the Joint Craft Council and the County to reopen negotiations by May 1, 1996 to negotiate provision for temporary employees.
- 18.5 The parties agree to reopen negotiations following the completion of the County's classification and compensation project.

JOINT CRAFTS COUNCIL  
(Stadium Construction Crafts)

COUNTY OF KING, WASHINGTON

By *Lewis K. Daschenzo*  
Lewis K. Daschenzo, Co-President

By *Gary Locke*  
Gary Locke, County Executive

Date *1/5/96*

Date ~~Jan~~ *Feb 1, 1996*

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THE UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the County of King, Washington, and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By Ronald C. Dorset  
District Council of Carpenters of Seattle, North Puget Sound and Vicinity

By Gary J. Fineman  
International Association of Machinist & Aerospace Workers District No. 160, Hope Lodge No. 289

By Ed Klimis  
International Brotherhood of Electrical Workers Local No. 46

By John A. Williams  
International Brotherhood of Teamsters Local No. 117

By Jan Tracy  
International Union of Operating Engineers Local No. 286

By Larry Johnson  
International Union of Operating Engineers Local No. 302

By Donald W. Kelly  
Painters District Council No. 5

By Robert 1-5-96  
United Association of Plumbers & Pipefitters Local No. 32

**A G R E E M E N T**  
 by and between  
**COUNTY OF KING, WASHINGTON**  
 and  
**JOINT CRAFTS COUNCIL**  
 (Representing Stadium Construction Crafts)

January 01, 1995 through December 31, 1995

THIS AGREEMENT by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council, comprised of certain Unions, hereinafter individually referred to as the Union, representing those employees commonly referred to as the Stadium Construction Crafts employees.

A.1 Effective January 01, 1995, the classifications of work and the hourly rates of pay for each classification covered by this Agreement shall be as follows:

<u>CLASS</u>		<u>HOURLY RATES OF PAY</u>
<u>CODE</u>	<u>CLASSIFICATION</u>	
6168	Carpenter	\$20.12
6169	Electrician	\$20.12
6133	Machinist	\$20.12
6153	Stationary Engineer	\$20.12
6172	Operating Engineer	\$20.12
6171	Painter ...	\$20.12
6170	Plumber	\$20.12

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>TEAMSTERS 117</u>		<u>0000-1040h</u>	<u>1041-3120h</u>	<u>3121h</u>
6166	Stadium Maintenance Worker	15.60	16.62	17.65
0203	Stadium Supply Clerk	15.74	16.64	16.64
6177	Stadium Maintenance Helper	12.08	12.86	12.86
5144	Stadium Security Guard	13.02	13.02	13.02
6173	Stadium Head Grounds Keeper	20.12	20.12	20.12
6175	Stadium Grounds/Custodial Specialist	20.12	20.12	20.12
6181	Stadium Suites Maintenance Coordinator	20.12	20.12	20.12

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
	<u>0000-1040h</u>	<u>1041-2080h</u>	<u>2081-3120h</u>	<u>3121-4160h</u>	<u>4161h</u>
Craft Union Trainee	\$17.66	\$18.25	\$18.85	\$ 19.47	\$ 20.12

A.2 STEPS 1 to 2, 2 to 3, 3 to 4 and 4 to 5 (where applicable) are STEP increases which become effective upon completion of the specified regular straight-time hours of employment identified within Sections A.1 and A.1.1.

A.3 Crafts Training Program - The County shall have the authority to implement a Training Program for Stadium Maintenance Workers who have demonstrated an ability to perform the work of a Craft Union classification. A Trainee shall

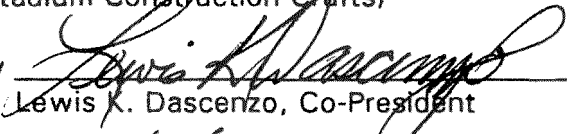
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not be assigned to perform work within a Craft Union's jurisdiction unless there is a minimum of two (2) journeymen in that particular Craft Union's jurisdiction who are actively employed under this Agreement by the County. The County shall retain the right to determine the need for a Trainee; and if such determination is made, the particular Craft Union shall be advised as to the Stadium Maintenance Worker selected. The particular Craft Union shall thereafter be responsible for notifying the County that the selected Stadium Maintenance Worker meets their requirements and that such person had agreed to the terms of the Craft Union's Training Program.

- A.3.1 Upon assignment to a Craft Union Trainee position, the Stadium Maintenance Worker shall be paid at the top pay Step for the Stadium Maintenance Worker classification and shall thereafter receive pay increases each one thousand forty (1040) regular straight-time hours as specifically set forth within Section A.1 until he has attained the rate of pay for the Craft Union classification.
- A.3.2 There shall be no more than two (2) Trainees in the Training Program at any one time. Trainees shall be required to furnish proof of their training with the Crafts Union's Training Program and their successful completion of same at each of the assigned one thousand forty (1040) regular straight time hours intervals in order to be eligible to receive the next pay Step increase. Failure to abide by the provisions of the Training Program shall result in the employee's termination without the right to return to the Stadium Maintenance worker classification.
- A.4 An employee who is assigned by proper authority in writing to perform lead worker duties shall be compensated five percent (5%) over his regular hourly rate of pay for all time so assigned.
- A.5 The rates of pay set forth within Section A.1 are paid predicated upon the Craft Unions agreeing to the concept of employees in the classifications covered by this Agreement working across jurisdictional lines as the need arises. It is not the intent however, to replace the craft jurisdiction by another craft except in those instances where support and/or assistance of the other journeyman employees is required.
- A.5.1 When the majority of an employee's regular work duties comprise those normally associated with one particular classification for an extended period of time the County upon request of the Union(s) shall meet to confer and resolve the issue of jurisdiction, classification, issues of jurisdiction and classification that result from the application of Section A.5.

JOINT CRAFTS COUNCIL  
(Stadium Construction Crafts)

COUNTY OF KING, WASHINGTON

By   
Lewis K. Dascenzo, Co-President

By   
Gary Locke, County Executive

Date 1/5/96

Date Feb 1, 1996



THE UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the County of King, Washington, and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By Ronald C. Forest  
District Council of Carpenters of Seattle, North Puget Sound and Vicinity

By Greg W. ...  
International Association of Machinists & Aerospace Workers District No. 160, Hope Lodge No. 289

By R. Klimic  
International Brotherhood of Electrical Workers Local No. 46

By John A. Williams  
International Brotherhood of Teamsters Local No. 117

By Jan ...  
International Union of Operating Engineers Local No. 286

By Sam B. Johnson  
International Union of Operating Engineers Local No. 302

By Donald A. ...  
Painters District Council No. 5

By [Signature] 1-5-96  
United Association of Plumbers & Pipefitters Local No. 32

**A G R E E M E N T**  
 by and between  
**COUNTY OF KING, WASHINGTON**  
 and  
**JOINT CRAFTS COUNCIL**  
 (Representing Stadium Construction Crafts)

January 01, 1996 through December 31, 1998

THIS AGREEMENT by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council, comprised of certain Unions, hereinafter individually referred to as the Union, representing those employees commonly referred to as the Stadium Construction Crafts employees.

The Following wage rates shall be effective January 1, 1996

<u>CLASS</u>		<u>HOURLY RATES OF PAY</u>		
<u>CODE</u>	<u>CLASSIFICATION</u>			
6168	Carpenter		\$20.57	
6169	Electrician		\$20.57	
6133	Machinist		\$20.57	
6153	Stationary Engineer		\$20.57	
6172	Operating Engineer		\$20.57	
6171	Painter ...		\$20.57	
6170	Plumber		\$20.57	
		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>TEAMSTERS 117</u>		<u>0000-1040h</u>	<u>1041-3120h</u>	<u>3121h +</u>
6166	Stadium Maintenance Worker	15.95	16.99	18.05
0203	Stadium Supply Clerk	16.09	17.01	17.01
6177	Stadium Maintenance Helper	12.35	13.15	13.15
5144	Stadium Security Guard	13.02	13.02	13.02
6173	Stadium Head Grounds Keeper	20.57	20.57	20.57
6175	Stadium Grounds/Custodial Specialist	20.57	20.57	20.57
6181	Stadium Suites Maintenance Coordinator	20.57	20.57	20.57

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		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		<u>0000-1040h</u>	<u>1041-2080h</u>	<u>2081-3120h</u>	<u>3121-4160h</u>	<u>4161h</u>
5144	Stadium Security Guard	\$11.03	\$11.57	\$11.84	12.72	\$13.34
5201	Parking Attendant	\$12.12	\$12.41	\$12.72	\$13.02	\$13.33

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		<u>0000-1040h</u>	<u>1041-2080h</u>	<u>2081-3120h</u>	<u>3121-4160h</u>	<u>4161h</u>
	Craft Union Trainee	\$17.66	\$18.25	\$18.85	\$ 19.47	\$ 20.12

JOINT CRAFTS COUNCIL  
(Stadium Construction Crafts)

By   
Lewis K. Dascenzo, Co-President

Date 1/5/96

COUNTY OF KING, WASHINGTON

By   
Gary Locke, King County Executive

Date Feb 1, 1996